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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ALEXANDRE SINIOUGUINE,  
individually,

Plaintiff,

vs.

MEDIACHASE, LTD., a Delaware  
corporation; CHRIS LUTZ,  
individually; JULIE MAGBOJOS,  
individually; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. CV11-6113 JFW (AGR<sub>x</sub>)

**Honorable John F. Walter**

**PERMANENT INJUNCTION**

AND RELATED COUNTERCLAIMS

1 The Court, having entered summary judgment in favor of  
 2 Defendant/Counterclaimant/Counter-Defendant Mediachase, Ltd. ("Mediachase")  
 3 and against Plaintiff/Counter-Defendant/Counterclaimant Alexandre Siniouguine  
 4 ("Siniouguine") by its dated June 11, 2012 Order Granting Mediachase, Ltd., Chris  
 5 Lutz and Julie Magbojos' Motion for: (1) Summary Judgment on Plaintiff's  
 6 Complaint and Counterclaims; Mediachase's Declaratory Relief Claims; and (2)  
 7 Partial Summary Judgment on Mediachase's Copyright Infringement Counterclaims  
 8 (Dkt. No. 130) (the "Summary Judgment Order"), which is incorporated herein by  
 9 reference, and having reviewed the Stipulation Re: Permanent Injunction filed by  
 10 the Parties, and good cause having been shown therefore,

11 IT IS HEREBY ORDERED THAT:

12 1. Siniouguine, and all those in active concert and participation with him,  
 13 shall be PERMANENTLY ENJOINED AND RESTRAINED from the following:

14 (a) Using, reproducing, copying, displaying, distributing, selling,  
 15 licensing, or otherwise transferring: (i) the eCommerce Framework  
 16 program as identified in Copyright Registration Nos. TX 7-329-315,  
 17 TX 7-397-666 ("the ECF Program"); (ii) the Calendar.NET program as  
 18 identified in Copyright Registration No. TX 7-396-494 ("the Calendar  
 19 Program"); and/or (iii) any other Mediachase copyrighted works  
 20 existing as of June 28, ("the Mediachase Copyrighted Works Existing  
 21 as of June 28, 2012");

22 (b) Preparing derivative works based upon the ECF Program, the  
 23 Calendar Program and/or any other Mediachase Copyrighted Works  
 24 Existing as of June 28, 2012;

25 (c) Promoting, advertising, marketing, publicizing, exhibiting,  
 26 displaying, and/or offering for sale or license or transfer the ECF  
 27 Program, the Calendar Program and/or any other Mediachase  
 28 Copyrighted Works Existing as of June 28, 2012;

1 (d) Seeking to register the ECF Program, the Calendar Program  
2 and/or any other Mediachase Copyrighted Works Existing as of June  
3 28, 2012, as works authored by Siniouguine or any third party;

4 (e) Claiming an ownership interest in ECF Program, the Calendar  
5 Program and/or any other Mediachase Copyrighted Works Existing as  
6 of June 28, 2012;

7 (f) Contesting the validity of the ECF Program Copyright  
8 Registration Nos. TX 7-329-315 and TX 7-397-666 and/or the  
9 Calendar Program Copyright Registration No. TX 7-396-494 and/or  
10 any other Mediachase Copyrighted Works Existing as of June 28,  
11 2012;

12 (g) Infringing, inducing the infringement of, and/or contributing to  
13 the infringement of the ECF Program, the Calendar Program, and/or  
14 any other Mediachase Copyrighted Works Existing as of June 28,  
15 2012; and

16 (h) Assisting, inducing, aiding or abetting any other person or entity  
17 in engaging in or performing any of the activities referred to in  
18 paragraphs 1(a) - (g) above.

19 2. Notwithstanding the language set forth above, the Parties acknowledge  
20 Siniouguine's claim that he created the ECF Program and the Calendar Program,  
21 and Siniouguine may advertise or market that he created the ECF Program and/or  
22 the Calendar Program;

23 3. The Court will retain jurisdiction to enforce this Permanent Injunction  
24 and adjudicate any disputes relating to it, including any effort by Mediachase to  
25 enter judgment against Siniouguine for violation of the terms of this Permanent  
26 Injunction pursuant to the Parties' Stipulation for Entry of Monetary Judgment.  
27 Mediachase must seek entry of the Monetary Judgment solely by regularly noticed  
28 motion; however, nothing contained herein shall limit Mediachase's right to move

1 for expedited relief in the form of a Temporary Restraining Order, Preliminary  
2 Injunction or other extraordinary remedy, with or without notice, to enjoin any act  
3 by Siniouguine. Additionally, nothing contained herein shall limit Siniouguine's  
4 right to object to the enforceability of the Permanent Injunction should Mediachase  
5 fail to comply with the terms of the Settlement Agreement and General Release;

6 4. This Permanent Injunction shall be enforceable against Siniouguine for  
7 any acts that the Court determines violate the Permanent Injunction; and

8 5. The Parties shall bear their own attorneys' fees and costs.

9  
10 Dated: October 4, 2012

  
The Honorable John F. Walter  
United States District Court Judge

11  
12 Submitted By:

13 MANATT, PHELPS & PHILLIPS, LLP  
14 Shari Mulrooney Wollman  
15 Adrianne E. Marshack

16 By: /s/ Shari Mulrooney Wollman  
17 Attorneys for Mediachase, Ltd. and  
18 Chris Lutz and Julie Magbojos

19 and

20 ANDERSON & ASSOCIATES  
21 Michael D. Anderson  
22 Nicholas Hnatiuk

23 By: /s/ Michael D. Anderson  
24 Attorneys for Alexandre Siniouguine  
25 and Alexandre Siniouguine dba  
26 Virto Software  
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